

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

IN RE: STEPHEN C. BOGGI, JR.)	
<u>Debtor(s)</u>)	CHAPTER 13
)	
AMERICAN HONDA FINANCE CORPORATION)	
<u>Moving Party</u>)	CASE NO. 21-12697 (AMC)
)	
v.)	HEARING DATE: <u>1-11-22 at 11:00 AM</u>
)	
STEPHEN C. BOGGI, JR.)	
<u>Respondent(s)</u>)	
)	11 U.S.C. 362
KENNETH E. WEST)	
<u>Trustee</u>)	
)	
)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now American Honda Finance Corporation (“Honda”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. On September 30, 2021, Stephen C. Boggi, Jr. filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362 and 28 U.S.C. 157 and 1334.
3. On December 8, 2018, the Debtor executed a retail installment sales contract for the purchase of a 2018 Honda Foreman All-Terrain Vehicle bearing vehicle identification number 1HFTE46GXJ4301532. The contract was assigned to American Honda and the Debtor became indebted to Honda in accordance with the terms of same. American Honda Finance Corporation is designated as first lien holder on the title to the vehicle and holds a first purchase money security interest in the vehicle. True copies of the contract and the title to the vehicle are annexed hereto as exhibits A and B.

4. The Debtor's account with Honda has a current net balance of \$4,132.68.

5. The vehicle has a current retail value of \$6,030.00 per the NADA Official Used Car Guide, December 2021 edition.

6. The Debtor's account is past due from October 8, 2021 to December 8, 2021 with arrears in the amount of \$515.55.

7. American Honda Finance Corporation alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Honda lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Debtor is failing to make payments to Honda in accordance with the loan agreement and is failing to provide Honda with adequate protection.

WHEREFORE PREMISES CONSIDERED, American Honda Finance Corporation respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Honda to permit Honda to seek its statutory and other available remedies; (2) that the stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (3) Honda be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

William E. Craig

Morton & Craig LLC

110 Marter Avenue, Suite 301

Moorestown, NJ 08057

Phone: 856/866-0100, Fax: 856/722-1554

Local Counsel for American Honda Finance Corporation